

GROUP SHORT TERM DISABILITY INSURANCE PROGRAM

**State of Michigan - Department of
State Police**

CERTIFICATE OF INSURANCE

We certify that the Person whose name appears on the enrollment card attached to this Certificate is insured for the benefits which apply to his/her class, under Group Policy No. G 002832 issued to State of Michigan - Department of State Police, the Policyholder.

This Certificate is not a contract of insurance. It contains only the major terms of insurance coverage and payment of benefits under the Policy. It replaces all certificates that may have been issued to you earlier.


SECRETARY


PRESIDENT

GROUP WEEKLY INCOME INSURANCE CERTIFICATE

This Weekly Income Certificate amends any previous Weekly Income Certificates and is dated March 7, 2002.

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SCHEDULE OF BENEFITS

EFFECTIVE DATE: January 1, 1997, as amended in the Policy through October 1, 2001

ELIGIBLE CLASSES: Each active full-time employee and member of the State of Michigan - Department of State Police, and active, full-time employee who transfers, on a mandatory basis, from the Michigan State Police to Michigan Department of Information Technology and who is scheduled to work at least 30 hours per week, except any person employed on a temporary or seasonal basis.

Any subsequent transfer of employees from the Michigan Department of Information Technology to another Michigan State Government Department will result in termination of insurance coverage under the Policy. (Please refer to **TERMINATION OF INDIVIDUAL INSURANCE** on page 5.0)

WAITING PERIOD: 1 full pay period (2 weeks) of employment.

INDIVIDUAL EFFECTIVE DATE: The first of the pay period coinciding with or next following the latter of: (a) the day the person becomes eligible; or (b) the day the person completes his/her enrollment card.

WEEKLY INCOME BENEFIT

DAY BENEFITS BEGIN: Benefits, for one period of disability, will be paid as follows:

INJURY: We will pay benefits from the first day of disability.

SICKNESS: We will pay benefits from the eighth consecutive day of disability.

MAXIMUM BENEFIT PERIOD: Benefits, for one period of disability, will be paid up to a maximum of 156 weeks.

WEEKLY INCOME BENEFIT: The Weekly Income Benefit will be \$200.00, not to exceed 70% of Earnings.

Weekly Income Benefits terminate at Retirement.

Changes in Weekly Income Benefit: Increases in the benefit amount are effective on the date of the change, provided you are actively at work

on the effective date of the change. If you are not actively at work on that date, the effective date of the change will be deferred until the date you return to active work.

Decreases in the benefit amount are effective on the date the change occurs.

CONTRIBUTIONS: You are required to contribute toward the cost of this insurance.

DEFINITIONS

"We", "us" and "our" means Reliance Standard Life Insurance Company.

"You", "your" and "yours" means a person who meets the eligibility requirements of the Policy and is enrolled for this insurance.

"Actively at work" and "active work" means actually performing on a full-time basis each and every duty pertaining to your job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of injury or sickness.

"Full-time" means working for the Policyholder for a minimum of 30 hours during your regular work week.

"Disabled" means you are unable to do every duty of your job and are under the regular care of a physician during the waiting period for benefits to begin and the first 104 weeks of the Maximum Benefit Period.

Thereafter, you will be Disabled if you are unable to do the material duties of any occupation. Any occupation is one that your education, training or experience will reasonably allow.

"Injury" means bodily injury resulting directly from an accident, independent of all other causes. The injury must cause disability which begins while you are insured under the Policy.

"Sickness" means illness or disease causing disability which begins while you are insured under the Policy. Sickness includes pregnancy, childbirth, miscarriage or abortion, or any complications therefrom.

"Earnings" as used in the SCHEDULE OF BENEFITS section, means your weekly salary received from the Policyholder on the day just before the date of disability. Earnings does not include commissions, overtime pay, bonuses or any other special compensation not received as basic salary.

If hourly employees are insured, the number of hours worked during a regular work week, not to exceed 40 hours per week, will be used to determine weekly earnings.

"Physician" means any duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to treat the type of injury or sickness for which claim is made. The physician may not be you or a member of your immediate family.

"Claimant" means you or a duly authorized representative who makes a claim for benefits under the Policy for a loss covered by the Policy as a result of your injury or sickness.

"Retirement" means the effective date of your:

- (1) retirement pension benefits under any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with the Policyholder;
- (2) retirement pension benefits under any plan which the Policyholder sponsors, or makes or has made contributions;
- (3) retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

GENERAL PROVISIONS

INCONTESTABILITY

Any statements made by you or on your behalf to persuade us to provide coverage, will be deemed a representation not a warranty. This provision limits our use of these statements in contesting the amount of insurance for which you are covered. The following rules apply to each statement:

- (1) No statement will be used in a contest unless:
 - (a) it is in written form signed by you, or on your behalf; and
 - (b) a copy of such written instrument is or has been furnished to you, your beneficiary or legal representative.
- (2) If the statement relates to your insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during your lifetime.

NOT IN LIEU OF WORKERS' COMPENSATION

The Policy is not a Workers' Compensation Policy. It does not provide Workers' Compensation benefits.

CLAIMS PROVISIONS

NOTICE OF CLAIM

Written notice must be given to us within 31 days after the loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Offices or to our authorized agent. The notice should include your name and the Policy Number.

CLAIM FORMS

When we receive notice of claim, we will send the claimant the forms to file the proof of loss. If we do not send them within 15 days after we receive notice, then the proof of loss requirements will be met by giving us a written statement of the nature and extent of the loss within 90 days after the loss began.

WRITTEN PROOF OF LOSS

For any covered loss, written proof must be sent to us within 90 days. If it is not reasonably possible to give proof within 90 days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within 1 year, unless the claimant is legally incapable of doing so.

PAYMENT OF CLAIMS

When we receive written proof of loss, we will pay any benefits due. Benefits that provide for periodic payment will be paid for each period as we become liable. We will pay benefits to you, if living, or else to your estate.

If you have died and we have not paid all benefits due, we may pay up to \$1,000.00 to any relative by blood or marriage, or to the executor or administrator of your estate. The payment will only be made to persons entitled to it. An expense incurred as a result of your last illness, death or burial will entitle a person to this payment. The payments will cease when a valid claim is made for the benefit. We will not be liable for any payment we have made in good faith.

Reliance Standard Life Insurance Company shall serve as the claims review fiduciary with respect to the insurance policy and the Plan. The claims review fiduciary has the discretionary authority to interpret the

Plan and the insurance policy and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

PHYSICAL EXAMINATION

At our own expense, we will have the right to have you examined as reasonably necessary when a claim is pending. We can have an autopsy made unless prohibited by law.

LEGAL ACTIONS

No legal action may be brought against us to recover on the Policy within 60 days after written proof of loss has been given as required by the Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina, six (6) years) from the time written proof of loss is required to be given.

EFFECTIVE DATE AND TERMINATION

EFFECTIVE DATE OF INDIVIDUAL INSURANCE: You must apply in writing for the insurance to go into effect. You will become insured on the date stated on the Schedule of Benefits.

Changes in your amount of insurance are effective as shown on the Schedule of Benefits.

If you are not actively at work on the day your insurance is to go into effect, the insurance will go into effect on the day you return to active work for one full day.

TERMINATION OF INDIVIDUAL INSURANCE: Your insurance will terminate on the first of the following to occur:

- (1) the date the Policy terminates; or
- (2) the last day of the pay period in which you cease to be in a class eligible for this insurance, except when you are absent on account of continuous Disability commencing while you were insured under the Policy. However, receipt of pension benefits under the Michigan State Police Pension or Michigan State Employee's Retirement System before or after the beginning of Disability shall be deemed termination of employment; or
- (3) the end of the period for which premium has been paid for you; or
- (4) the date you enter military service (not including Reserve or National Guard).

If cessation of active work is due to a total or partial suspension of the Policyholder's business operations which has deprived you of the opportunity to earn any compensation, your insurance may be continued at the Policyholder's option but not beyond one policy month in which such suspension takes place.

INDIVIDUAL REINSTATEMENT: If you are terminated, your insurance may be reinstated if you are:

- (1) on an approved leave of absence; or
- (2) on temporary lay-off.

You must return to active work with the Policyholder within the period of time shown on the Schedule of Benefits. You must also be a member of a class eligible for this insurance.

If you return after a leave of absence granted for military duty in the armed forces of the United States Government, insurance will be reinstated on the first day of the pay period coinciding with or next following the date you return to active, full-time employment or duty.

WEEKLY INCOME INSURANCE

BENEFITS PAYABLE

We will pay Weekly Income Benefits if you:

- (1) are disabled due to sickness or injury; and
- (2) become disabled while insured by the Policy.

Weekly Income Benefits are paid from the Day Benefits Begin as shown on the Schedule of Benefits. Benefits are paid up to the Maximum Benefit Period as shown on the Schedule of Benefits, for one period of disability.

The Weekly Income Benefit is shown on the Schedule of Benefits.

PERIOD OF DISABILITY

Each period of disability starts from the first day benefits are due. It will end when:

- (1) you are no longer disabled; or
- (2) all benefits due have been paid.

Two or more disabilities will be deemed the same period of disability if they are from:

- (1) the same or related causes and are not separated by one week of active work; or
- (2) a different cause and are not separated by one full day of active work.

EXCLUSIONS

Weekly Income Benefits are not paid for any period of disability caused by:

- (1) an intentionally self-inflicted injury; or
- (2) an act of war, declared or undeclared; or
- (3) your committing a felony; or

- (4) sickness which is covered by a Workers' Compensation Act, or other workers' disability law; or
- (5) injury which occurs out of or in the course of work for wage or profit.

LIMITATION

Applicable to you if you enroll after 31 days from the date you first become eligible or after you terminated this insurance but remained in a class eligible for the insurance:

PRE-EXISTING CONDITIONS: Except for benefits payable under the Pre-Existing Condition benefit, benefits will not be paid for a disability:

- (1) caused by;
- (2) contributed to by; or
- (3) resulting from

a Pre-existing Condition unless you have been actively at work for one (1) full day following the end of twelve (12) consecutive months from the date you became an Insured.

"Pre-existing Condition" means any Sickness or Injury for which you received medical treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines, during the three (3) months immediately prior to your effective date of insurance.

PARTIAL DISABILITY BENEFIT

We will pay Partial Disability Benefits if:

- (1) you have been Totally Disabled for 30 days;
- (2) a Weekly Income Benefit is payable under the Policy for such period of disability; and
- (3) you accept Rehabilitative Employment.

Partial Disability Benefits will equal the Weekly Income Benefits payable under the Policy but in no event will the sum of:

- (1) the Partial Disability Benefit;
- (2) income from Rehabilitative Employment; and
- (3) income from all Other Sources;

exceed 100% of your Earnings. If it does, the Partial Disability Benefit will be reduced by one dollar for every dollar the sum exceeds 100%. The Partial Disability Benefit is subject to the Maximum Benefit Period shown in the Schedule of Benefits for any one period of disability.

"Rehabilitative Employment" means working in any gainful occupation for which your training, education or experience will reasonably allow. The Rehabilitative Employment and a plan of rehabilitation must be supervised by a Physician or licensed rehabilitation specialist, and both must be approved by us. Rehabilitative Employment includes performing all of the material duties of your regular occupation on a part-time basis or some of the material duties on a full-time basis. It does not include performing all of the material duties of your regular occupation on a full-time basis.

"Totally Disabled", for the purpose of this Benefit only, means that you are unable to perform the material duties of your own job and are under the regular care of a Physician.

"Other Sources" include benefits resulting from the same disability for which benefits are payable under the Policy, other than Retirement benefits. These Other Sources include:

- (1) disability income benefits you are eligible to receive under any group insurance plan;
- (2) disability income benefits you are eligible to receive under any governmental retirement system, except benefits payable under a federal government employee pension benefit;
- (3) all permanent as well as temporary disability benefits, including any damages or settlement made in place of such benefits (whether or not liability is admitted), you are eligible to receive under:

- (a) Worker's Compensation Laws;
- (b) occupational disease laws;
- (c) any other laws of like intent as (a) or (b) above; and
- (d) any compulsory benefit law;
- (4) any of the following that you are entitled to receive:
 - (a) any salary continuance plan;
 - (b) wages, excluding the amount allowed under this Partial Disability Benefit; and
 - (c) commissions or monies, including vested renewal commission, but excluding commissions or monies that you earned prior to disability which are paid after disability has begun;
- (5) that part of disability or Retirement benefits paid for by the Policyholder that you are eligible to receive under a group retirement plan; and
- (6) disability or Retirement benefits under the United States Social Security Act, the Canadian pension plans, federal or provincial plans, or any similar law which:
 - (a) you are eligible to receive because of your disability or eligibility for Retirement benefits; and
 - (b) your dependents are eligible to receive due to (a) above.

RELIANCE STANDARD

Life Insurance Company

Home Office: Chicago, Illinois

Administrative Office: Philadelphia, Pennsylvania

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Ed. 03/2002